

Fax

To: Jeremy Covert; Craig Zgabay **From:** Susan Wienand
Fax: 313-557-0967; 208-988-1049 **Pages:** 9 (including cover)
Phone: **Date:** 27 Jan 05
Re: USAG BOA/Steam Project info **cc:**

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Attached:

1. Pages 1-4: Basic Ordering Agreement
2. Pages 5-6: Delivery Order for the Steam Project
3. Pages 7-8: Mod 2 to the original Delivery Order (don't have Mod 1)

There are still some information gaps and questions. The BOA refers to both a buyout provision and a termination provision. Maybe they are the same. However, there is only a schedule for a cancellation ceiling.

Also, Mod 2 broke the project into two phases. The boilers would fall under Phase 2. I don't know if the cancellation ceilings cover only Phase 2 or all the ECMs.

I see that Cogenex has registered for the Forum. The USAG was in discussions with them as late as January 2004 regarding a cogen plant for the campus, sole sourced under the BOA.

Susan

BASIC ORDERING AGREEMENT
BETWEEN
SCIENCE APPLICATIONS INTERNATIONAL CORP (SAIC FREDERICK)
AND
ALLEGHENY POWER SYSTEMS (APS)

This Basic Ordering (BOA) is entered into by Science Applications International Corp. (SAIC Frederick) as the Operations and Technical Support Contractor for the National Cancer Institute (NCI), and in partnership with the U.S. Army Garrison Fort Detrick, hereinafter called the "Government" and the Allegheny Power Systems (APS), hereinafter called the "Contractor". The terms "order" and "contract" are considered to be interchangeable. The effective date of this agreement is the date of execution by the Government, as shown below. This document is not a contract.

Individual orders may be issued by SAIC as the Operations and Technical Support Contractor for the National Cancer Institute (NCI) for the NCI, for the USAG Fort Detrick under the terms of the interagency agreement between the NCI and the Fort Detrick or as joint projects for the NCI and Fort Detrick.

The terms and conditions hereinafter set forth are hereby agreed upon by the parties hereto for incorporation into negotiated firm-fixed price type contracts, between the parties, entered into on or after the date of this document, and prior to its expiration.

This BOA may be terminated in its entirety by either party upon thirty (30) calendar days written notice to the other party. This BOA, including the clauses hereof, may be amended only by mutual agreement of the parties, and shall be revised as necessary to conform to the requirements of the Federal Acquisition Regulations. Modification of this BOA shall not retroactively affect orders previously issued.

The period during which orders may be placed against this BOA may not exceed ten (10) years. The basic term is five (5) years, and the Contracting Officer may grant extensions for up to five (5) years, with no single extension exceeding one (1) year.

(1)

In WITNESS WHEREOF, the parties hereto, hereby execute this agreement.

Allegheny Power Systems

By: _____

By: Jay S. Pifer

Title: Senior Vice President

Date: February 24, 1997

Science Applications International Corp.

By: _____

By: Dennis J. Dougherty

Title: Manager, Research & Construction

Contracts

Date: February 24, 1997

Department of the Army

By: _____

By: Henry O. Tuell, III

Title: Colonel, U.S. Army

Date: February 24, 1997

National Cancer Institute

By: _____

By: Donald F. Summers, M.D.

Title: Associate Director, FCRDC NCI

Date: February 24, 1997

B.1. ESTIMATED COST

Payment for services rendered will be the Contractor's share of the savings, calculated pursuant to Paragraph C.20, equal to the sum of the actual costs allocable to the ECM implementation effort (exclusive of profit and overhead) less the amount of the financial incentives/rebates provided by the Contractor and the negotiated cost-of-money. The contract terms will be established to allow ample time for generation of adequate cost savings to cover the Contractor's share of the savings. Each contract will have a cancellation ceiling (unfunded contingent liability) schedule for future program years to establish the maximum amount that the Government will pay in the event that the contract is terminated for the convenience of the Government or funds are not appropriated for contract performance for succeeding program years.

B.2 BUY-OUT PROVISION

The Government reserves the right to buy-out the contract value of the remaining term (less interest due on unamortized portion of investment) provided by the buy-out schedule negotiated and included in each negotiated contract.

B.3 FINANCIAL INCENTIVES/REBATES

Financial incentives/rebates based on the installation of approved energy efficient equipment will be provided by the Contractor in the form of a credit on the installation cost. Rebate amounts shall be equal to that offered to any other most favored customer of the Contractor under similar conditions and programs.

B.4 GENERAL REQUIREMENTS/PROJECT SCOPE

The Government requires installation of ECM's at Fort Detrick, Frederick, Maryland, which includes the NCI-FCRDC (hereinafter referred to as the "facility") to reduce energy consumption and corresponding utility costs. The Contractor shall provide at no capital cost to the Government, all initial capital, labor, material, supplies and equipment to identify and implement energy conservation projects executed by contracts negotiated pursuant to this BOA. The scope of the BOA includes all facilities and utility distribution systems at the facility, unless otherwise restricted by this agreement or an individual contract. The Contractor shall competitively select subcontractors, in accordance with FAR Clause 52.244-5 (Competition in Subcontracting).

to implement all ECMs. Subcontractor selection shall be based on cost, experience, past performance and responsibility. Contractor payments for individual ECMs will be made from savings in the facility utility operation and maintenance (O&M) budget, achieved from ECM implementation.

E.1 POST-AWARD CONFERENCE

Prior to commencing work on any individual contract, the Contractor shall meet with the Contracting Officer or his designated representative(s), at a time to be specified by the Contracting Officer, to discuss and develop mutual understandings relative to safety, scheduling, performance, and administration of the resulting contracts.

E.2 WORK OUTSIDE NORMAL DUTY HOURS

If the Contractor desires to work on Saturday, Sunday, Federal holidays, or outside the Government's normal duty hours (Monday through Friday), it may submit a written request to the Contracting Officer or his designated representative for approval at least fourteen (14) calendar day prior to the proposed start of such work per Attachment J-7.

E.3 GOVERNMENT POINTS-OF-CONTACT - See Attachment J-10.**E.4 TERMINATION LIABILITY****E.4.1 TERMINATION FOR CONVENIENCE CLAUSE**

For the purposes of the Termination for Convenience of the Government (Fixed-Price) Clause, (Refer to Section I, FAR Clause 52.249-2 ALTERNATE I), the "total contract price" shall be limited to the program year contract price established at the beginning of the program year in which termination is effected for each individual contract.

E.4.2 GOVERNMENT'S MAXIMUM TERMINATION LIABILITY



Accordingly, the Government's maximum termination liability in the event of a termination for the convenience of the Government shall not exceed the sum of: (1) the "total contract price" for the affected program year, and (2) the amount established as the cancellation ceiling for cancellation of remaining program years in the contract term for each, individual contract.

E.4.3 CANCELLATION CEILING

The cancellation ceiling represents the maximum liability the Government assumes in the event of a cancellation of items. The actual computation of the cancellation charge shall be per procedures set forth in FAR Clause 52.217-1 for each, individual contract.

E.4.4 CANCELLATION CHARGE

If cancellation of a contract occurs pursuant to FAR Clause 52.217-1, the Contractor will be paid a cancellation charge not to exceed the amount set forth in the cancellation ceiling schedule, as applicable at time of cancellation.

				PAGE 1 OF 18
CONTRACT/PURCHASE ORDER NO. BOA #97CXS0272A	DELIVERY ORDER NO. 014-USAG STEAM	DATE OF ORDER 21-Dec-01	REQUISITION PURCH REQUEST NO. N/A	PRIORITY URGENT
ISSUED BY SAIC-Frederick P.O. Box B, Bldg. 244 Frederick, Maryland 21702		CONTRACTOR The Potomac Edison Company d/b/a Allegheny Power		DELIVERY FOB DEST X OTHER
SHIP TO SAIC-Frederick P.O. Box B, Bldg. 244 Frederick, Maryland 21702 Street City/State/Zip Code				
PAYMENT TERMS Payments shall be made to the Contractor as a share of the energy cost savings, pursuant with Article C.20, "Payment Schedule." Payments shall be made in accordance with Schedule 1 via the monthly utility bill in the amount equal to the guaranteed savings.				
ACCOUNTING AND APPROPRIATION DATA Appropriations shall be assigned in accordance with the regular monthly utility payments.				Net Investment \$ 5,857,828.00 <small>The Potomac Edison Company d/b/a Allegheny Power</small>
DELIVERY ORDER TERMS AND CONDITIONS Pursuant with BOA #97CXS0272A, Article C.18.B, "Specific Contracts," this delivery order shall delineate a contract for ECM services. The terms and conditions of BOA #97CXS0272A shall be made part of this delivery order in full force and effect.				
SCHEDULE OF SUPPLIES/SERVICE USAG-Building Steam feasibility Study prepared by APS Cogenex, LLC, dated November 6, 2001 and LTC Springer's refinement and approval letter dated December 14, 2001 shall hereby be made part of this delivery order. Contractor shall provide all labor, materials, and equipment to design build acceptable ECMs for USAG-Building Steam buildings. Completion Date: September 13, 2002				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED DELIVERY ORDER AS IT IS NOW/MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.				
Name/Title Paul M. Barbas Executive Vice President The Potomac Edison Company d/b/a Allegheny Power  Signature		Dennis J. Dougherty, Manager Research Contracts SAIC-Frederick  Signature		
DATE: 1/14/07		DATE: November 14, 2000		

Installation Services Pillar
USAG - Steam Conservation

APS Cogenex, L.L.C.
Energy Conservation Project Feasibility Study

Contractor Name: APS COGENEX, L.L.C.

SCHEDULE 4

CANCELLATION CEILINGS

CANCELLATION CEILINGS		
Line Item	Year	Cancellation Ceiling (\$)
0004AA	After Installation and Acceptance of ECMs	\$6,256,030
0004AB	After ECM Acceptance - End of Year One	\$6,233,506
0004AC	After ECM Acceptance - End of Year Two	\$6,187,323
0004AD	After ECM Acceptance - End of Year Three	\$6,115,257
0004AE	After ECM Acceptance - End of Year Four	\$6,015,181
0004AF	After ECM Acceptance - End of Year Five	\$5,885,117
0004AG	After ECM Acceptance - End of Year Six	\$5,723,288
0004AH	After ECM Acceptance - End of Year Seven	\$5,528,169
0004AI	After ECM Acceptance - End of Year Eight	\$5,298,546
0004AJ	After ECM Acceptance - End of Year Nine	\$5,033,581
0004AK	After ECM Acceptance - End of Year Ten	\$4,689,086
0004AL	After ECM Acceptance - End of Year Eleven	\$4,309,159
0004AM	After ECM Acceptance - End of Year Twelve	\$3,911,778
0004AN	After ECM Acceptance - End of Year Thirteen	\$3,496,142
0004AO	After ECM Acceptance - End of Year Fourteen	\$3,061,411
0004AP	After ECM Acceptance - End of Year Fifteen	\$2,606,709
0004AQ	After ECM Acceptance - End of Year Sixteen	\$2,131,118
0004AR	After ECM Acceptance - End of Year Seventeen	\$1,633,679
0004AS	After ECM Acceptance - End of Year Eighteen	\$1,113,387
0004AT	After ECM Acceptance - End of Year Nineteen	\$560,193
0004AT	After ECM Acceptance - End of Year Twenty	\$0
Cancellation Ceilings for each time period establish the maximum termination liability of the Government in the event of cancellation of items or termination for convenience of the Government. FAR 32.217-2 or 32.249-2 will apply.		

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DELIVERY ORDER MODIFICATION									
AMENDMENT/MODIFICATION NO.: 0002		EFFECTIVE DATE: October 1, 2003							
SUBCONTRACTOR NAME AND ADDRESS: The Potomac Edison Company d/b/a Allegheny Power Boat Mills South 100 Foot of John Street Lowell, MA 01852		ISSUED BY: SAIC-Frederick, Inc. Research Department P. O. Box B Frederick, MD 21702-1201							
AMENDMENT OF SOLICITATION NO.: DATED:		MODIFICATION OF DELIVERY ORDER (Under BOA #97CXS0272A) NO: 014 - USAG STEAM DATED: 01/11/02							
<p>THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS</p> <p>9The above numbered solicitation is amended as set forth below. The date specified for _____ <input type="checkbox"/> is extended, 9 is not extended. Contractor must acknowledge receipt of this amendment by signing and returning the original of this amendment by FedEx or other similar courier.</p> <p>FAILURE TO PRODUCE YOUR ACKNOWLEDGMENT AND RECEIPT WILL RESULT IN REVOCATION OF THE MODIFICATION GRANTED.</p>									
<p>THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF SUBCONTRACTS/DELIVERY ORDERS:</p> <p>This Change Order is issued pursuant to the General Provision entitled Changes</p> <p>: Subcontractor 9 is not required 9 : is required to sign this document and return <u>2</u> copies to issuing office.</p> <p>ATTENTION: ANNETTE BISHOP, LEAD CONTRACTS SPECIALIST 301-228-4003 abishop@ncifcrf.gov</p>									
<p>DESCRIPTION OF AMENDMENT/MODIFICATION</p> <p>The purpose of this modification is to provide an extension to the period of performance to complete Phase II under Delivery Order #014-USAG Steam, to revise the net investment and to incorporate the revised schedules.</p> <ol style="list-style-type: none"> The project will be completed in two phases. The First Phase will consist of all work outside the boiler plant. The Second Phase will consist of all work within the boiler plant. <table border="1"> <thead> <tr> <th>Phase</th> <th>Completion Date</th> </tr> </thead> <tbody> <tr> <td>Phase I</td> <td>September 13, 2002</td> </tr> <tr> <td>Phase II</td> <td>Revised from September 30, 2003 to December 31, 2003</td> </tr> </tbody> </table> <ol style="list-style-type: none"> The net investment is hereby revised from \$5,862,982 to \$5,862,978; therefore, revised Schedules 1, 2, 3, 4, 4A, and 5 are hereby incorporated. It should be noted that the time extension required an adjustment to the payback period from twenty years to twenty-one years. The Permit to Construct acquired from Maryland Department of Environment is hereby incorporated as Attachment 1. <p>All other terms and conditions shall remain in full force and effect.</p>				Phase	Completion Date	Phase I	September 13, 2002	Phase II	Revised from September 30, 2003 to December 31, 2003
Phase	Completion Date								
Phase I	September 13, 2002								
Phase II	Revised from September 30, 2003 to December 31, 2003								
SUBCONTRACTOR BY <i>R. A. Magnuson</i>		SAIC Frederick BY: <i>[Signature]</i>							
NAME AND TITLE OF SIGNER R. A. Magnuson Vice President The Potomac Edison Company	DATE SIGNED 11/12/03	GREG DAVIS ACTING MANAGER, RESEARCH CONTRACTS	DATE SIGNED 11/14/03						

Contractor Name: APS COGENEX, LLC

SCHEDULE 4 CANCELLATION CEILINGS

CANCELLATION CEILINGS		
Line Item	Year	Cancellation Ceiling (\$)
0004AA	After Installation and Acceptance of ECMs	\$1,857,092
0004AB	After ECM Acceptance - End of Year One	\$1,850,406
0004AC	After ECM Acceptance - End of Year Two	\$6,220,105
0004AD	After ECM Acceptance - End of Year Three	\$6,155,057
0004AE	After ECM Acceptance - End of Year Four	\$6,062,424
0004AF	After ECM Acceptance - End of Year Five	\$5,940,132
0004AG	After ECM Acceptance - End of Year Six	\$5,786,288
0004AH	After ECM Acceptance - End of Year Seven	\$5,599,238
0004AI	After ECM Acceptance - End of Year Eight	\$5,377,614
0004AJ	After ECM Acceptance - End of Year Nine	\$5,120,394
0004AK	After ECM Acceptance - End of Year Ten	\$4,813,980
0004AL	After ECM Acceptance - End of Year Eleven	\$4,448,837
0004AM	After ECM Acceptance - End of Year Twelve	\$4,048,176
0004AN	After ECM Acceptance - End of Year Thirteen	\$3,629,109
0004AO	After ECM Acceptance - End of Year Fourteen	\$3,190,790
0004AP	After ECM Acceptance - End of Year Fifteen	\$2,732,335
0004AQ	After ECM Acceptance - End of Year Sixteen	\$2,252,819
0004AR	After ECM Acceptance - End of Year Seventeen	\$1,751,273
0004AS	After ECM Acceptance - End of Year Eighteen	\$1,226,687
0004AT	After ECM Acceptance - End of Year Nineteen	\$678,001
0004AU	After ECM Acceptance - End of Year Twenty	\$104,107
0004AV	After ECM Acceptance - End of Year Twenty-One	\$0
Cancellation Ceilings for each time period establish the maximum termination liability of the Government in the event of cancellation of items or termination for convenience of the Government. FAR 52.217-2 or 52.249-2 will apply.		